AGREEMENT BY AND BETWEEN

PEMBROKE, NH

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98

April 1, 2008 - March 31, 2011

Agreement made and entered into by the Town of Pembroke, New Hampshire hereinafter referred to as "THE TOWN", through its representative duly authorized to act for said Town, and local 98 of the International union of operating Engineers, hereinafter referred to as "THE UNION", through its representative duly authorized to act on behalf of said Union, hereby agreed as follows:

PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the union, to secure prompt and peaceful disposition of grievances, to prevent interruption of service, to promote the efficient operations of the Town's business, and to establish proper standards of wages, hours and working conditions of employment for employees covered by this Agreement.

ARTICLE 1 RECOGNITION

The Town of Pembroke (Town) Board of Selectmen recognizes the International Union of Operating Engineers Local 98 (Union) as the exclusive representative for all full-time, non-probationary employees in the following positions in the Town's Public Works Department: Truck Driver, Fleet Mechanic, Janitor, Laborer, Department of Public Works secretary, Senior Foreman and Foreman. Excluded: Director of Public Works.

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes the following responsibilities, rights, authority, and duties of the Board, except as they are modified by provisions of this Agreement. The Board hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, including but not limited to the following:

- 1. To the executive management and administrative control of the Town and its properties and facilities;
- 2. To hire, determine the length and all conditions of probationary status, schedule work hours and days, promote, transfer, assign and retain employees in positions with the Town and to suspend, demote, discharge or take other disciplinary action against employees, and to relieve employees from duty because of lack of work or funds;
- 3. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment.
- 4. To issue and modify any and all rules of employment, including but not limited to regulations, general orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit.

ARTICLE 3 DUES CHECK OFF

Upon an individual written authorization form signed by the employee and approved by the Union, the Town agrees to deduct from each employee's regular paycheck, a sum for the Union dues to be paid to the Union monthly. The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

ARTICLE 4 COLLECTIVE BARGAINING ISSUES COVERED BY CONTRACT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all subjects (mandatory) of collective bargaining and that all such subjects have been discussed and negotiated upon and that the contract shall not be subject to reopening for any issue whatsoever during the term of the contract. Further, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right and agrees that the Town shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 5 NO STRIKE, NO LOCKOUT

The Town and the union subscribe to the principle that differences shall be resolved by the peaceful and appropriate means without interruption of work. Therefore, during the life of this Agreement, and during continuing negotiations or the statutory impasse proceedings following the expiration of this Agreement, employees shall not strike (withhold service), nor shall the union encourage or condone any such strike. The town agrees there will be no lockout of employees during the term of this Agreement.

Action taken by the employer in response to such violation, including termination of health insurance or other insurance, forfeiture or accrued sick leave, vacation leave or seniority, or termination of employment is presumed to be for just cause. In the event of a grievance under this Article, the burden shall be on the grievant to establish that he/she did not participate in a strike.

ARTICLE 6 SENIORITY

- A. For purposes of vacation selection and job posting and bidding, seniority shall mean continuous length of service in the bargaining unit. For the purpose of lay-off and recall, seniority shall mean bargaining unit seniority within each position.
- B. Seniority shall be broken and an employee is considered to have voluntarily quit:

- 1. If absent without notifying his/her supervisor's office within three (3) working days or, for false reasons of leave of absence due to other employment. It is understood that an employee should notify his/her supervisors office prior to any absence unless it is not possible for him/her to give such prior notice; and
- 2. Failure to return to work within three (3) working days after the expiration of a leave of absence.
- C. A new employee shall serve a probationary period of not less than six (6) months or longer than twelve (12) months during which time he/she shall have zero seniority and no seniority rights. At the end of his/her probationary period, his/her seniority shall be computed back to his/her first day of employment.
- D. On the successful completion of his/her probationary period, an employee that was previously the participant of a funding/training program, i.e., C.E.T.A., for the purpose of calculating seniority for vacation accrual scheduling and lay-off shall be entitled to include time as a funded employee as time as a Town employee.

ARTICLE 7 JOB POSTING AND BIDDING

- A. When the employer decides to permanently fill a vacancy within the bargaining unit, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualification. This notice of vacancy shall remain posted for seven (7) days unless waived by the union. Employees interested shall apply in writing within the nine (9) days following the initial posting inclusive of the posting period.
- B. The employer will normally make decisions on selection within thirty (30) days after the expiration of the posting period. When, in the sole judgment of the employer, qualifications, ability and reliability of all applicants including persons from outside the bargaining unit, are relatively equal, bargaining unit seniority shall be a determining factor.

ARTICLE 8 LAYOFF AND RECALL

A. Order of Layoff

In the event of a layoff within any job position covered by this Agreement, the order of layoff within such position shall be as follows:

- 1. Temporary and probationary employees will be laid off before permanent employees; and
- 2. Permanent employees will be laid off by reverse bargaining unit seniority within the position.

B. Bumping

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An employee who is laid off from his/her position, in lieu of layoff may bump a Junior employee with the least bargaining unit seniority in a lower position in which he/she has previously worked in the bargaining unit and is qualified to work, or in which the employer, in its sole, not eligible for arbitration, judgment, judges the employee qualified to perform even if he/she has not previously worked therein.

C. Recall

Employees shall retain recall rights on a recall list for not more than one (1) year or until refusal of a job offer within the position from which he/she was laid off, whichever first occurs. Employees shall be recalled to their position in reverse order of layoff. The employer may recall but shall not be obligated to recall an employee to a position within the bargaining unit which the employer, in its sole judgment, judges the employee qualified to perform. When more than one (1) employee out of position is considered qualified for such a recall, the recall shall be offered to the employee in order of bargaining unit seniority. Seniority shall not accrue for time spent on a recall list.

ARTICLE 9 HOURS OF WORK AND OVERTIME

A. Normal Work Week

The normal work week shall be forty (40) hours consisting of five (5) work days.

B. Normal Work Day

The normal work day, on the day shift, shall be eight (8) hours between 6:00 a.m. and 4:00 p.m. plus an unpaid meal period of thirty minutes.

C. Overtime

- 1. An employee who is called back to work after having left his/her regular place of work shall receive no less than three (3) hours pay (between November 15 to April 15), except that their minimum guarantee shall not apply when a employee is called in early and works through to the start of his/her regular shift.
- 2. Overtime work shall be divided as equitably as practical within each division.
- 3. It is clearly understood that management has the right to require employees to be called back for overtime or to be held over for overtime and to require employees to report to work on an overtime call back within one (1) hour after callback. Failure to cooperate shall be grounds for discipline or discharge. After working sixteen (16) consecutive hours an employee will be entitled to an eight (8) hour rest period if so requested by the employee.

4. The employer may implement 4 - 10 hour work weeks at their discretion.

ARTICLE 10 COMPENSATION & BENEFITS

Cost of Living:

- 1. Effective April 1, 2008, all classified bargaining unit employees shall receive a general increase to base wages equal to the average annual increase in the Northeast Urban Consumer Price Index for the twelve month period ending with September 2007. (2.2% for April 1, 2008).
- Effective April 1, 2009, all classified bargaining unit employees shall receive a
 general increase to base wages equal to the average annual increase in the Northeast
 Urban Consumer Price Index for the twelve month period ending with September 2008.
- 3. Effective April 1, 2010, all classified bargaining unit employees shall receive a general increase to base wages equal to the average annual increase in the Northeast Urban Consumer Price Index for the twelve month period ending with September 2009.

Merit Increase:

The employer shall guarantee funding for an average annual merit based wage increase of 2% with all classified bargaining unit employees eligible for a merit increase on their anniversary date ranging from 0% to 2.5% based on an annual performance review.

Health Insurance Coverage

The employer shall maintain the current health insurance plan through December 31, 2010. The co-pay for all classified bargaining unit employees shall remain at 15% of the annual premium.

ARTICLE 11 RESPONSIBILITIES OF EMPLOYEES

- A. An employee shall not disclose confidential information gained by him/her by reason of his/her official position except as authorized or required by law, nor shall he/she otherwise use such information for his/her personal gain or benefit.
- B. Employees will be responsible for their own transportation to and from work.

ARTICLE 12 SHOP STEWARD

A. One of the employees will be elected shop steward by the Union to attend to the interest

of the Union.

- B. The employer shall be furnished the name of each steward immediately after his/her designation, and the union shall notify the employer of any change.
- C. In the event it is necessary to investigate or process a grievance during working hours, the steward may be granted reasonable time off with pay at the discretion of management. Whenever practical grievances shall be investigated or processed outside of working hours.
- D. The parties agree that they will try to process and settle all grievances as quickly as possible.

ARTICLE 13 MISCELLANEOUS

A. Bulletin Board

Announcements shall be posted in conspicuous places. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

B. Access to Premises

The employer agrees to permit representatives of the International Union of Operating Engineers, Local 98, to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives notify the Town prior to their arrival as to when they will be present on the premises and do not interfere with the performance of duties assigned to the employees.

C. Coffee Breaks

There shall be a fifteen (15) minute coffee break each day, normally at mid morning, working conditions and schedule permitting, between the hours of 9:00 a.m. and 10:00 a.m.

D. Suspended Drivers License

An employee whose drivers license is suspended for up to and including ninety (90) days for off-duty conduct which is not job related and whose driver's license is determined by management to be necessary for the performance of his/her job, shall be given the opportunity to work in the laborers position in his/her current step, provided he/she has enrolled In an alcoholic rehabilitation program or other available employee assistance program.

E. Light Duty

Each situation will be reviewed and decided on a case by case basis.

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ARTICLE 14 CLOTHING & UNIFORMS

- A. If a unit member is required to wear a uniform to perform his/her job responsibilities and functions, the Town will provide the initial uniform. The required uniform shall be specified by the Public Works Director who shall maintain a list of approved uniform clothing items. Damaged and unserviceable clothing shall be replaced as necessary subject to approval by the Public Works Director.
- B. The town shall provide unit members with an annual boot allowance of up to \$200.00 toward the cost of replacing worn and unserviceable safety boots. Replacement of boots shall be determined by the Public Works Director. Unit members may purchase more than one pair of boots during the year. However, the total reimbursement shall not exceed the \$200.00 annual allowance. Unit member shall turn in a receipt for the boots and verify that the boots meet or exceed "ANSI-75" rating to be eligible for reimbursement.

C. For Public works Employees:

- 1. During the first year of employment, the town will provide each full time classified employee: five (5) T shirts, eleven (11) long sleeve shirts, eleven (11) pairs of pants and two (2) sets each of winter coveralls. All clothing will be replaced on an as needed basis as determined by the Director of Public works.
- 2. During the first year of employment, the town will provide two (2) winter jacket to all full time classified employees. The Jacket will be replaced on an as needed basis as determined by the Director of Public works.

ARTICLE 15 SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or by any legislative enactment, neither such decision nor legislative enactment shall invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect.

RELATIONSHIP OF CONTRACT TO OTHER TOWN DOCUMENTS

In case a specific provision of this Agreement conflicts with a provision of the Departmental Job Descriptions, Departmental Rules and Regulations, or with a provision of the Town's Personnel Rules and Regulations, the contract provision prevails. In the absence of such conflict, the Job Descriptions, Departmental Rules and Regulations, and the Town's Personnel Rules and Regulations remain in force except as may be modified by the Town during this Agreement pursuant to Article 2, Management Rights.

ARTICLE 17 DURATION

A. This Agreement shall be effective on April 1, 2008, and shall expire on March 31, 2011.

B. On or after June 1, 2010, pursuant to a written request by either party, negotiations for a successor Agreement shall commence as soon as practical with a view toward completion prior to November 1, 2010.

ARTICLE 18 AGRREMENT BETWEEN INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98 AFL-CIO PUBLIC WORKS EMPLOYEE AND THE TOWN OF PEMBROKE

It is agreed between the parties hereto that except for the following changes and where language is intended to replace current language, all other provisions of the contract will remain in full force and effect for the term of this contract:

1. Term of Contract: - April 1, 2008 - March 31, 2011

1: 1316

- a. Cost of Living Increase Effective April 1, 2007 2.4 %(to replace lost increase)
- b. Cost of Living Increase Effective April 1, 2008 2.2%
- c. Cost of Living Increase Effective April 1, 2009 equal to the average annual increase in the Northeast Urban Consumer Price Index for the twelve month period ending with September 2008.
- d. Cost of Living Increase Effective April 1, 2010 equal to the average annual increase in the Northeast Urban Consumer Price Index for the twelve month period ending with September 2009.
- e. Funding for an average annual merit based wage increase of 2% with all classified bargaining unit employees eligible for a merit increase on their anniversary date ranging from 0% to 2.5% based on an annual performance review for the years 2007 through 2010.

Dated at Pembroke, County of Merrimack and, 2008.	State of New Hampshire, this day of
FOR THE TOWN OF PEMBROKE NEW HAMPSHIRE	FOR THE UNION
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Selectman, Vice Chair	President/Business Manager Eric J. M. Land
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RATIFICATION MEETING FOR Pembroke, New Hampshire

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Dated at Pembroke, County of Merrimack a 770arch, 2008.	nd State of New Hampshire, thisday of
FOR THE TOWN OF PEMBROKE NEW HAMPSHIRE	FOR THE UNION
Selectmen, Chair	President/Business Manager
Selectman, Vice Chair	Recording/Corresponding Secretary
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PERFORMANCE EVALUATION Supervisor Evaluation Section

Employee:	First	Initial
Department:		e .
Job Title:		
Anniversary Date:		
Date of Evaluation		
Evaluation Period: From	to	

- The supervisor shall advise the employee 1 week in advance of the Performance Evaluation and provide the employee with this employee evaluation form.
- Performance Evaluation should be completed only by those who have directly observed the job performance of the employee being rated.
- Annual or probationary evaluations will be submitted to the town administrator as close to the anniversary date of the employee as possible.
- The original completed Performance Evaluation forms will be filed in the employee's personnel folder.

INSTRUCTIONS:

Please type or use ink.

PERFORMANCE EVALUATION Supervisor Evaluation Section

PART I - EVALUATION

- 1. ACCURACY is the correctness of work duties performed.
 - Makes frequent errors, thorough work review constantly required.
 - Makes recurrent errors, above normal work review required.
 - Makes only average number of mistakes, normal work review required only.
 - 4. Is exact and precise most of the time, spot reviews required only.
 - 5. Is exact and precise, requires absolute minimum of review.

Comments:

- ALERTNESS is the ability to grasp instructions to meet changing conditions and solve problem situations.
 - 1. Slow to "catch on".
 - Requires more than average instructions and explanations.
 - Grasps instructions with average ability.
 - Usually quick to understand and learn.
 - Exceptionally keen and alert.

Comments:

- ATTENDANCE relates to the degree of regularity in daily work attendance.
 - 1. Attendance very undependable, seriously hinders department operations.
 - 2. Attendance is Irregular, hinders department operations.
 - 3. Attendance is dependable, absences within normal limits.
 - Attendance is commendable, rarely absent.
 - 5. Atlendance is exemplary, never absent.

Comments:

- COURTESY is the polite attention an individual gives other people within the work setting.
 i.e.: public, supervisors, co-workers, etc.)
 - 1. Blunt, discourteous, antagonistic.
 - 2. Sometimes abrasive or discourteous.
 - 3. Agreeable and pleasant.
 - 4. Always very polite and willing to help.
 - 5. Inspiring to others in being courteous, very pleasant.

PERFORMANCE EVALUATION Supervisor Evaluation Section

- INDEPENDENCE is the ability to consistently do required Jobs well, in a timely fashion and with minimal supervision.
 - 1. Requires dose supervision, frequent prompting required to meet deadlines.

2. Sometimes requires prompting to meet deadlines.

3. Usually takes care of necessary tasks and completes with reasonable promptness.

4. Requires little supervision, is reliable.

5. Requires absolute minimum or no supervision, is a self-starter.

Comments:

- 6. <u>NEATNESS</u> is the degree to which an individual keeps work area clean and orderly. (i.e.: desk, office, storage areas, public area, car, truck cab, etc.)
 - 1. Disorderly or untidy.
 - 2. Some tendency to be disorderly and untidy.
 - 3. Ordinarily appearance of work area is acceptable.
 - 4. Quite conscientlous about neatness and cleanliness.
 - 5. Always neat, clean and orderly.

Comments:

- 7. <u>JOB KNOWLEDGE</u> is the total knowledge and information possessed about all types of work, which an employee should know to carry out work duties satisfactorily.
 - Very little knowledge and information about work duties, serious knowledge retention problem.
 - Lacks knowledge and information of some phases of the job, some trouble with knowledge retention.
 - 3. Sufficient knowledge and information to perform job, answers most common questions.
 - Very good knowledge and information to perform the Job, understands nearly all phases of work.
 - 5. Has complete knowledge and understanding of all phases of job.

Comments:

- 8. PHYSICAL PERFORMANCE is the degree to which the individual is able to perform the physical performance requirements of the job. (i.e. physical alertness, dexterity, stamina.)
 - Unable to satisfactorily perform major physical elements of job.
 - 2. Has some difficulty in satisfactorily performing major physical elements of job.
 - 3. Performs physical aspects of job satisfactorily.
 - Performs physical aspects of job very well.
 - Performs physical aspects of job exceptionally well.

PERFORMANCE EVALUATION Supervisor Evaluation Section

- 9. QUANTITY OF WORK is the amount of satisfactory work output.
 - 1. Unacceptable level of output.
 - 2. Level of output is marginal, inconsistent.
 - 3. Volume of work is satisfactory.
 - 4. Turns out more than is required, very industrious.
 - 5. Exceptionally high output.

Comments:

- TEAMWORK is the extent to which the individual is able to work effectively with peers and supervisors in the accomplishment of work projects or goals.
 - Inclined to be quarrelsome, uncooperative, has negative attitude.
 - Has some difficulty working with others.
 - 3. Congenial and cooperative, works effectively with others.
 - Relates to others well, above average ability to work with others.
 - 5. Works extremely well with others, demonstrates exceptional interpersonal skills.

Comments:

- 11. <u>ATTENTION TO SAFETY</u> is the adherence to rules and practices of safety in performing duties.
 - Often takes unnecessary risks, disregards usual safety practices, attention to safety unacceptable.
 - 2. Sometimes takes unnecessary risks, occasionally disregards usual safety practices.
 - Is attentive to normal rules of safety.
 - Is safety conscious, acts to correct unsafe conditions.
 - 5. Very safety conscious, promotes safety in the work place.

Comments:

- 12. FOLLOW THROUGH is the ability to finish assigned tasks and duties.
 - Does not follow through on assigned tasks, unacceptable.
 - 2. Often does not follow through on assigned tasks, needs reminding and improvement.
 - 3. Generally completes assigned tasks in the expected or scheduled time frame.
 - 4. Almost always completes assigned tasks without reminders, on time, commendable.
 - 5. Always completes assigned tasks on time or ahead of schedule, exemplary.

PERFORMANCE EVALUATION Supervisor Evaluation Section

- 13. <u>INNOVATION</u> is the process of introducing new methods, solutions or approaches that improve the delivery and effectiveness of services and programs.
 - Reluctant to create new solutions and approaches.
 - 2. Considers new plans and solutions that produce mediocre results.
 - 3. Regularly develops new effective approaches and sirategies.
 - 4. Seeks continuous improvement by implementing new initiatives.
 - Extremely innovative under adverse conditions or when confronted with limited resources.

Comments:

- 14. <u>COST SAVINGS</u> is the ability to effectively control departmental budget by following and adhering to department purchasing procedures and elimit ate waste while maintaining high quality service.
 - 1. Makes unnecessary purchases.
 - 2. Follows normal department expenditure policies and procedures.
 - Is very conscious of budget limitations and ensures that all expenditures are in the best interests of the department.
 - Gives sound consideration to costs when using or procuring department supplies, equipment, vehicles and materials.
 - Strives to effectively control department cost by improving efficiency and eliminate waste.

PERFORMANCE EVALUATION Supervisor Evaluation Section

PART II - G	SOALS three goals or objectives the	nat you would like the emr	olovee to achieve in th	e comina vear.
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Supervisor's	Signature		Date	

TOWN OF PEMBROKE

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Non-supervisory/Non-exempt	Final Evaluation Section
PART VII - RECOMMENDATION	
End probation	
Continue probation for months	
Recommend merit increase in the amount of	%
Other:	
*NOTE: Once a Supervisor completes the review, any review 70 points category that would bump the employee to the "Sp discussed with the Board of Selectmen before going over the	
*SPECIAL EXCEPTION Results show achievements that consistently excresponsibilities and displays the highest degree of supervision. *Requires Board of Selectmen approval	Up To 2.5% merit increase eed all of the position's inlitiative with minimum
OUTSTANDING (63 - 70 points) Employee performs consistently far above the experiormance. Performance is definitely superior and standards set for the position.	1.0% merit increase cted level with outstanding discovers the performance
ABOVE STANDARD (55 - 62 points) Employee performs consistently above the expected performance is expected of a fully trained, qualified beyond adequate performance standards. It requires	and mathematical and a
STANDARD (36 - 54 points) Employee performs consistently at the average level achieves set performance standards. This performance additional effort.	50% merit increase I of efficiency, effectiveness and nce is adequate without any
BELOW STANDARD (0 - 35 points) Employee performance is inconsistent and fluctuates performance is below the performance standards sel indicates that serious effort is needed to improve per	

PERFORMANCE EVALUATION
Final Evaluation Section

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PART VIII - ADDITIONAL	COMMENTS & ACKNOWLED		
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VINCENT A. JR.

own Administrator's signature omments:	Date
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Department Head's signature Comments:	Deite
DEPARTMENT HEAD: I have reviewed this evaluation report and I content below.	cur, I do not concur, for the reasons listed
Supervisor's Signature	Date